

## ALTA COMMITMENT FORM COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

  
Authorized Countersignature



  
Matt Morris  
President and CEO

  
Denise Carraux  
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

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ALTA Commitment Form 06-17-06

File No.: 01148-54951

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AMERICAN  
LAND TITLE  
ASSOCIATION



## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at < <http://www.alta.org> >.*

## STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 01148-54951

**Inquiries Should Be Directed To:**  
Stewart Title Company  
18000 International Blvd., Suite 500  
SeaTac, WA 98188

Title Officer: Chris Rollins  
Phone: (206) 770-8715  
Email: [chris.rollins@stewart.com](mailto:chris.rollins@stewart.com)  
[titleofficers@stewart.com](mailto:titleofficers@stewart.com)

Regina Jagers  
Phone: (360) 596-4394  
Email: [regina.jagers@stewart.com](mailto:regina.jagers@stewart.com)  
[titleofficers@stewart.com](mailto:titleofficers@stewart.com)

Title Officer: Joe Dorfman  
Phone: (425) 317-7319  
Email: [joe.dorfman@stewart.com](mailto:joe.dorfman@stewart.com)  
[titleofficers@stewart.com](mailto:titleofficers@stewart.com)

Don Peterson  
Phone: (253) 439-6432  
Email: [don.peterson@stewart.com](mailto:don.peterson@stewart.com)  
[titleofficers@stewart.com](mailto:titleofficers@stewart.com)

**Customer Reference: Saunders & Beebe / To be determined**

1. Effective Date: March 23, 2016 at 8:00AM

2. Policy or Policies To Be Issued: Amount of Insurance

ALTA Owner's (Homeowner's)	<b>Amount:</b>	\$0.00
(Underwriting fee - 11%)	<b>Premium:</b>	\$0.00
	<b>Tax:</b>	
	<b>Total:</b>	\$0.00

Proposed Insured:

To be determined

ALTA Loan (2006 Extended)	<b>Amount:</b>	\$0.00
(Underwriting fee - 11%)	<b>Premium:</b>	\$0.00
Simultaneous Issue Rate	<b>Tax:</b>	
	<b>Total:</b>	\$0.00

Proposed Insured:

To be determined

3. The estate or interest in the land described or referred to in this Commitment is:

FEE SIMPLE

4. Title to the said estate or interest in the land is at the Effective Date vested in:

Kimberly M. Saunders and Michelle Beebe, each as a separate estate

5. The land referred to in this Commitment is described as follows:

See Exhibit "A" Attached Hereto

**ALTA COMMITMENT FOR TITLE INSURANCE  
EXHIBIT "A"  
LEGAL DESCRIPTION**

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That portion of the North three-tenths of the Northeast quarter of the Southwest quarter of the Northeast quarter of Section 30, Township 26 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the Northeast corner of said subdivision;  
thence North 88°15'08" West along the North line thereof, 615.90 feet to the Easterly line of 94th Avenue Northeast as established by King County;  
thence South 1°40'22" West along said Easterly line 30 feet to the true point of beginning;  
thence South 88°15'08" East 228.52 feet;  
thence South 1°40'22" West 165.65 feet to the South line of said North three-tenths;  
thence North 88°20'26" West along said South line, 228.52 feet to the Easterly line of said 94th Avenue Northeast;  
thence North 1°40'22" East 165.30 feet, more or less, to the true point of beginning.

Together with that portion of Lot 4, King County Short Plat No. 978020, according to the short plat thereof recorded under Recording No. 7909241004, records of King County, State of Washington, lying West of the following described line:

Beginning at the Southwest corner of said Lot 4;  
thence North 01°39'33" East along the West line thereof (North 01°39'39" East per record) 140.01 feet to an angle point to the West in said lot and the true point of beginning;  
thence continuing North 01°39'33" East along the Northerly production of said West line, a distance of 2.00 feet to a point on the North line of said Lot 4, said point being also on the South margin of Northeast 128th Street, as now established and the terminus thereof.

(Also known as Lot 1 of City of Kirkland Alteration of Lot Line No. LLA-15-00601, according to survey thereof recorded under Recording No. 20150619000315).

Situate in the County of King, State of Washington.



# **ALTA COMMITMENT FOR TITLE INSURANCE**

## **SCHEDULE B – PART I**

ISSUED BY  
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**File No.:** 01148-54951

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

### **GENERAL EXCEPTIONS**

- A. Taxes or assessments which are not shown as existing liens by the public records.
- B. Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- C. Extended coverage exceptions as follows:
  - 1. Rights or claims of parties in possession not shown by the public records.
  - 2. Easements, claims of easement or encumbrances which are not shown by the public records.
  - 3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
  - 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
- D. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
- E. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
- F. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.

### **SPECIAL EXCEPTIONS TO FOLLOW**



# ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B – PART I

ISSUED BY  
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File No.: 01148-54951

### SPECIAL EXCEPTIONS

1. Payment of Real Estate Excise Tax, if required.

The property described herein is situated within the boundaries of local taxing authority of the City of Kirkland.

Present Rate of Real Estate Excise Tax as of the date herein is 1.78% and the levy code is 1727.

2. General taxes: First half delinquent May 1; Second half delinquent November 1:

Year:	2016
Amount Billed:	\$8,938.17
Amount Paid:	\$0.00
Amount Due:	\$8,938.17, plus interest and penalty if delinquent
Tax Account No.:	302605-9032-02
Levy Code:	1727
Land:	\$508,900.00
Improvements:	\$398,000.00

3. Construction Deed of Trust, Security Agreement and Fixture dated January 7, 2016 and recorded January 14, 2016 as Instrument Number [20160114000875](#) in the original principal amount of \$1,500,000.00 from Kimberly Saunders and Michelle Beebe, each as their separate estate to Stewart Title Company, a Texas corporation, as trustee, for Little Fish Investments, LLC, an Oregon limited liability company.
4. If the herein described property consists of the dwelling in which the owner resides, such premises cannot be conveyed or encumbered unless the instrument is executed and acknowledged by both spouses/domestic partners, if said owner is a married person/registered domestic partner, pursuant to RCW 6.13.  
If the owner is unmarried the forthcoming instrument should so recite.
5. The application identifies the land by a street address only. The Company does not insure that the description in this commitment covers the land that you requested. To prevent errors and to be certain that the proper land will appear on the documents and on the Policy of title insurance, the Company requires for its review a satisfactory legal description of the correct land provided and approval of the description signed by the parties to the transaction. At that time, the Company may make additional requirements or exceptions.
6. Matters pertaining to any Extended Mortgage, Leasehold or Owner's Coverage, if required, have not been cleared. If such Coverage is desired, the Company should be informed as soon as possible prior to closing. An inspection of land will then be made to determine potential lien rights and survey requirements, if any, and other extended coverage matters with a supplemental report to follow.
7. Right to make necessary slopes for cuts or fills upon property herein described as granted in deed recorded under Recording No. [2967625](#).



# ALTA COMMITMENT FOR TITLE INSURANCE

## SCHEDULE B – PART I

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 01148-54951

### SPECIAL EXCEPTIONS

8. Covenants, conditions and restrictions and easements contained in short plat:  
Recorded: September 24, 1979  
Recording No.: [7909241004](#)
9. Terms and conditions of Boundary Line Adjustment:  
Recorded: June 19, 2015  
Recording No.: [20150619000315](#)
10. Easement granted to Northshore Utility District, as more fully set forth in the document recorded as Instrument No. [20151216001181](#).
11. Easement granted to Northshore Utility District, as more fully set forth in the document recorded as Instrument No. [20151216001182](#).



# **ALTA COMMITMENT FOR TITLE INSURANCE**

## **SCHEDULE B – PART II**

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### **The following are the requirements to be complied with:**

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

NOTE: Effective January 1, 1997, and pursuant to amendment of Washington state statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.

Format: Margins to be 3" on top of first page, 1" on sides and bottom, 1" on top, sides and bottom of each succeeding page.

Font size of 8 points or larger and paper size of no more than 8 ½" by 14".

No attachments on pages such as stapled or taped notary seals, pressure seals must be smudged.

### **Information which must appear on the first page:**

Title or titles of document. If assignment or reconveyance, reference to auditor's file number or subject deed of trust.

Names of grantor(s) and grantee(s) with reference to additional names on following page(s), if any.

Abbreviated legal description (lot, block, plat name or section, township, range and quarter quarter section for unplatted).

Assessor's tax parcel number(s).

Return address which may appear in the upper left hand 3" top margin.





# **ALTA COMMITMENT FOR TITLE INSURANCE**

## **SCHEDULE B – PART II**

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**File No.:** 01148-54951

NOTE A: In order to assure timely recording all recording packages should be sent to:

Stewart Title Company  
18000 International Blvd., Suite 500  
SeaTac, WA 98188  
Attn: Recorder

NOTE B: Recording fees charged by the county are billed as follows: Deeds of Trust \$74.00 for the first page and \$1.00 for each additional page. Deeds \$73.00 for the first page and \$1.00 for each additional page. Please add a \$4.00 fee for electronic recording.

NOTE C: The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

Lt. 1, City of Kirkland Alteration of Lot Line No. LLA-15-00601, Rec. No. 20150619000315

NOTE D: The records of King County and/or our inspection indicate that the address of the improvement is located on said land is 12652 94th Avenue Northeast, Kirkland, WA 98034.

NOTE E: The Loan Policy to issue will contain an 8.1 (Environmental Protection Lien) Endorsement.

NOTE F: In the event of cancellation, a cancellation charge may be made.

NOTE G: There are no deeds affecting said land recorded within 24 months of the date of this report.

NOTE H: The following deeds affecting the property herein described have been recorded within the last 24 months: Title to the estate or interest shown in Schedule A was acquired by Statutory Warranty Deed dated June 29, 2001 and recorded July 2, 2001 as Instrument No. [20010702001351](#) from Robert L. Browning and Maureen J. Browning, husband and wife, to Kimberly M. Saunders and Michelle Beebe, both single persons.

NOTE I: It is our understanding that the proposed insured has requested a Homeowner's Policy of Title Insurance. This form of policy will be issued provided all the underwriting requirements for the Homeowner's Policy are satisfied and the necessary premiums are paid. Please be advised that extended coverage, which would delete paragraphs C, E and F from Schedule B Part 1 to this Commitment, is available in lieu of the Homeowner's Policy for an additional charge (additional underwriting requirements may also apply). Please note that while extended coverage is generally considered to provide more overall protection for the insured, the Homeowner's Policy does provide more protection than extended coverage in some areas.

**END OF SCHEDULE B**

# STG Privacy Notice

## Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

<b>How often do the Stewart Title companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>■ request insurance-related services</li> <li>■ provide such information to us</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** *If you have any questions about this privacy notice, please contact us at:* **Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056**